SUBJECT: **RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS**

BID # **CDB-0008-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 9 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Department of Public Works has completed negotiations with ACON Construction Company, Inc. (contract #8150-15), for the Riverwalk Way Finding Signage project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $78,606.00. The scope of award for Phase 1 is to provide design, including development of color schemes and signage types, of wayfinding signage for the North and South Bank Riverwalk. This incorporates the attached, scope and fee summary, Exhibit "W-1", with guaranteed completion of 120 days from issuance of notice-to-proceed.

Funding for this award to be encumbered account(s): RPCP32EF5720-06505-PR0597-01 to be executed by contract Amendment 21A through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit W-1", Previous Award(s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce, P.E., Director of Operations, Public Works Department/Daryl Joseph, Director, Parks, Recreation and Community Services**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY. ONE JACKSONVILLE.

July 25, 2018

TO: Gregory W. Pease
Chief of Procurement

THRU: John P. Pappas, P.E.
Director

FROM: William J. Joyce, PE
Director of Operations

Daryl T. Joseph
Director, Parks and Recreation

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Riverwalk Way Finding Signage AMENDMENT 21A
Account # RPCP32EF5720-06505-PR0597-01 $78,606.00

Based on the Design Criteria Package developed by City engineers, the Department of Public Works, in accordance with Design/Build CDB-0008-16, Contract 8150-15 has completed negotiations with Acon Construction Co., Inc., for Phase 1 to provide design, including development of color schemes and signage types, of wayfinding signage for the North and South Bank Riverwalk. Negotiations have resulted in the GMP amount of $78,606.00 as indicated on the attached the attached Scope & Fee Summary, Exhibit W-1 and allowing for the completion of the work within 120 days from notice to proceed. JSEB goals of 10% continue to be met with this amendment.

Accordingly, this is to recommend that Contract #8150-15, originally executed March 28, 2016, between the City and Acon Construction Co., Inc. for Design-Build Services- Active and Passive Parks, be amended to incorporate the attached Scope and Fee Summary, Exhibit W-1 for the Riverwalk Way Finding Signage project for the GMP amount of $78,606.00, known as Amendment 21A.

WJJ/lw

Attachment: Exhibit W-1
JSEB Participation

cc: Robert Scott, P.E., Project Manager
Lori West, Public Works Contract Specialist

ab

EXHIBIT W-1

ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

May 22, 2018

City of Jacksonville
Department of Public Works
Engineering and Construction Management
214 N. Hogan Street
Jacksonville, FL 32202

Attention: Mr. William Joyce, P.E.
Chief of Engineering and Construction Management
Reference: Riverwalk Way Finding Signage Design and Coordination
DB Contract #8150-15

Mr. Joyce,

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.

The scope of this project is to provide the design, to include development of color schemes and signage types, of wayfinding signage for the North and South Bank Riverwalk. The design and coordination of final schemes and types will constitute Phase 1 of the full project. The second phase will be the fabrication and installation of the Phase 1 Signage. This proposal covers Phase 1 only. The specific scope is outlined in the sub consultant proposals which are attached. The intent is to provide a fully designed and coordinated set of signage drawings that comply with the intent of the criteria provided by the city and with any local regulations and ordinances that would apply. This proposal includes front end work to develop the branding (colors, fonts, shapes etc.), required signs, locations of signs, and content of signs. It also includes coordination meetings at established milestones and it culminates in a complete design set ready to send to fabrication.

Our Guaranteed Maximum Price (GMP) for this project phase as stated is $78,606.00.

The Guaranteed Completion Date (GCD) will be 120 days from Notice to Proceed to provide drawings.

Breakdowns follow this letter. Please contact me if you have any questions or need further information.

Sincerely,

Frank Anderson
Construction Manager

EXHIBIT W-1

ACON Construction Company

DB Contract 8150-15

Riverwalk Wayfinding Design **DATE: 5/22/18**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	80	$110.00	$8,800.00
	Supervision	Hrs	0	$75.00	$0.00
	Administration	Hrs	40	$75.00	$3,000.00
	Signage Design	LS	1	$47,500.00	$47,500.00
	Architectural Coordination & Permitting	LS	1	$12,160.00	$12,160.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	Subtotal				$71,460.00
	DB Fee 10%	LS	1	$7,146.00	$7,146.00
				TOTAL	$78,606.00

EXHIBIT W-1

harbinger
sign of the future

JACKSONVILLE
DALLAS

PROPOSAL DATE:
May 18, 2018

CLIENT:
ACON Construction Co, Inc.
3653 Regent Blvd Suite 401
Jacksonville, FL 32224
Frank Anderson
Project Manager

Harbinger ("Harbinger"), itself or through its agents or subcontractors (collectively, "Company"), proposes to furnish to Customer the following materials (collectively, "Materials") and work (collectively, "Work"):

DESCRIPTION:	TOTAL PROPOSAL AMOUNT
Professional design development services associated with the Jacksonville Riverwalk Wayfinding Signage Design Development project.	$47,500.00

NOTE:
See attached formal proposal detailing cost, scope of work, deliverables, Schedule, etc. from Harbinger's premier partner and subcontractor API+.

This Proposal is not effective unless signed and dated by Harbinger and will automatically expire if not accepted by Customer in writing within 30 days of the Proposal Date. By signing, Customer (i) agrees that the proposed prices, specifications, and terms and conditions contained herein are satisfactory and accepted; (ii) authorizes Company enter onto the Job Location site and to furnish the materials and perform the Work as specified; and (iii) agrees that payment will be made as specified.
Work will not begin until a down payment of 50.0% of the total proposal amount listed above and a written acceptance is received by Harbinger. The "Additional Terms and Conditions" govern the parties' agreement.
Please initial all pages.

HARBINGER	CLIENT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT W-1

harbinger
sign of the future

JACKSONVILLE
DALLAS

ADDITIONAL TERMS AND CONDITIONS

1. Estimate. The Total Proposal Amount does not include electrical, hookup, Permits (defined below), engineering, or tax, unless specifically stated. The final invoice amount may vary prior to completion. Any alteration from the listed specifications involving extra costs will be executed only upon written orders and will become an extra charge to be paid by Customer over and above the estimate.
2. Payment. Within 30 days after completion of delivery or installation, Customer agrees to pay to Harbinger the full purchase price (less any down payment received), plus any tax or charge now or hereafter imposed by law on the nature, performance, or billing of this Agreement. Interest on any unpaid balance will be charged at the rate of 1.5% per month.
3. Guaranties; Limited Warranty. All Materials are guaranteed to be as specified and all Work is guaranteed to be completed in a workmanlike manner and in accordance with any drawings or specifications submitted. Harbinger warrants solely to Customer any sign or related components installed by Company against material defects in their construction or installation for a period of 1 year from the date of installation, except that this limited warranty does not cover the construction of any digital display sign. TO THE FULLEST EXTENT OF THE LAW, COMPANY'S LIABILITY, RESPONSIBILITIES, AND OBLIGATIONS WILL BE AUTOMATICALLY WAIVED BY CUSTOMER, AND CUSTOMER WILL DEFEND AND INDEMNIFY COMPANY FOR ANY AND ALL CLAIMS OR DAMAGES RELATING TO THE MATERIALS OR WORK, IF CUSTOMER ABUSES, MISUSES, OR MODIFIES ANY MATERIAL INSTALLED BY COMPANY OR FAILS TO MAINTAIN SUCH MATERIALS IN ACCORDANCE WITH COMPANY'S THEN-EXISTING INSTRUCTIONS AND OPERATION OR MAINTENANCE MANUALS. In no event shall Company be liable or responsible for consequential, special, or punitive damages arising out of this Agreement.
4. Permits; Junction Box. Unless otherwise specified herein, Customer shall be responsible for obtaining any permits or other permissions (together, "Permits") required for installation or maintenance of Materials in connection with this Agreement. Further, prior to installation, Customer shall provide access to a junction box of suitable capacity and approved by the National Electric Code (a "Junction Box") to within 5 feet of the proposed display location. Customer shall be liable for any obstruction of delivery due to any delay in obtaining Permits or providing access to a suitable Junction Box. If Customer executes this Agreement without obtaining such Permits or providing such access, then it remains bound to the terms and conditions of this Agreement as if it had done so and agrees to relieve Company from any and all liability due to its failure to install said Materials within the timeframe agreed upon by the parties. Notwithstanding the foregoing, if Customer, rather than Company, makes the final connection to the Junction Box, Company shall not be liable for any damage resulting to the sign or related components due to any such connection.
5. Drilling. When any drilling is necessary, Company will contact the necessary authorities to locate public underground utilities, but Customer shall be solely responsible for identifying the location of private underground utilities or other underground items. Company shall not be liable for any damage to private underground utilities or other underground Items that are not identified by Customer. If rock or other unforeseeable conditions are encountered in the drilling process, to the point where special equipment or alternate revisions are required, Harbinger may request additional payment from Customer.
6. Ownership. Company shall retain ownership of all right, title, and interest to the Materials until Harbinger receives payment in full. Notwithstanding the foregoing, after delivery to Customer, any damage from fire or other causes shall be assumed by Customer and will not affect Harbinger's rights to enforce the then unpaid purchase price.

harbinger
sign of the future

JACKSONVILLE
DALLAS

7. Assignment. All terms and conditions of this Agreement shall be binding upon any successors, assignees, or representatives of the respective parties, but no assignment shall be made by Customer without Harbinger's prior written consent, which may be withheld by Harbinger in its sole and absolute discretion.
8. Miscellaneous. This Agreement contains the entire agreement between the parties relating to the Materials and Work contemplated herein, and supersedes any and all prior or conflicting proposals, purchase orders, agreements, or understandings, and it may be altered or modified only by written agreement of the parties. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, such determination shall not affect the validity of any of its other provisions, which shall remain in full force and effect and which shall be construed as to be valid under applicable law. This Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of conflicts of law. Any action relating to this Agreement must be instituted in federal or state court in Duval County, Florida, and the parties hereby irrevocably submit to the jurisdiction of any such court. In connection with any litigation brought which arises out of or relates to this Agreement, the prevailing party will be entitled to recover all costs therein incurred, including reasonable attorneys' fees at trial and on appeal. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

EXHIBIT W-1

GET CREATIVE

May 21, 2018

Mr. Ed Busey
VP Business Development
Harbinger Sign
5300 Shad Road
Jacksonville, Florida 32257

RE: **Wayfinding Design Services Proposal**
Jacksonville Riverwalk
Jacksonville, Florida
api(+) Proposal No. P18040

Dear Mr. Busey:

ArchitecturePlus International, Inc. [**api(+)**] is pleased to present the following proposal for wayfinding design services for the Jacksonville Riverwalk Wayfinding Program located in Jacksonville, Florida to Harbinger, hereinafter referred to as the Client. For clarity, **api(+)** has developed the following outline in order to convey our understanding of the services requested.

- Project Description
- Project Understanding
- Scope of Services
- Schedule
- Compensation

PROJECT DESCRIPTION

The City of Jacksonville intends to enter into a design-build contract to develop a comprehensive wayfinding sign program for the Southbank & Northbank areas of the greater downtown area. The City also looks to secure brand/identity development for Jacksonville's "Riverwalk" comprising these same Northbank and Southbank areas.

The design development and branding components are scheduled for completion end of July to early August 2018 with fabrication and installation potentially commencing in October of 2018.

The initial geographic boundaries of the signage associated with the Southbank area are the Acosta bridge (Western boundary) and the end of Prudential Drive. (Eastern & Southern boundary). The initial geographic boundaries of the signage associated with the Northbank area are Oak Street (Western boundary), Water Street (Northern boundary) and the Landing (Eastern boundary).

The Client Team will consist of the following: a City Council representative, a City Official, and City Contractor(s).

PROJECT UNDERSTANDING

I. Scope of agreement

A. The Client has already defined the area demographics and boundaries.

B. The scope of this agreement includes addressing the following:

- Graphics colors and materials
- Brand identity and integration
- Environmental graphics and wayfinding signage
- Typography
- Proposed language
- Cultural character

II. Client responsibilities

C. Provide a complete and accurate program covering the program requirements.
D. Share pertinent existing research.
E. Share any other documentation which may be available.
F. Provide a Core Team and a single point of contact.
G. Develop copy and content for the wayfinding messages.

III. api(+) responsibilities

H. Graphic designer.
I. Format, layout, typestyle, etc. of the wayfinding messages.

IV. Services provided on an hourly basis

J. Due to the many unknowns outside api(+)'s control, api(+) will pursue the following services, if requested, on an hourly basis at the rates stated under General Terms and Conditions for Professional Services in this agreement. Services include but are not limited to:

- Work related to Client's other consultants
- Research and resourcing travel
- Directory map design

V. Services not included

K. Work related to agency reviews and presentations to the same, including City Council.
L. Directory map design.
M. Graphic communication services such as final artwork (murals) or photography.
N. Value Engineering.
O. LEED certification.

SCOPE OF SERVICES

In response to our understanding of your goals, **api(+)** will provide environmental graphics design services in the following sequence of Phases:

Phase I Assessment & Concept Exploration

As part of this Phase, **api(+)** shall:

1. Conduct a kick-off meeting to familiarize ourselves with the project parameters and components and the Client Team's objectives for the project. Specific roles and responsibilities will be clarified, and the appropriate communications channels will be established.

2. Conduct a preliminary review of applicable zoning and sign ordinances impacting the project design constraints, including FDOT regulations.

3. Review the project signage budget for adequacy within the proposed scope of environmental graphics.

4. Review in detail the proposed project timeline and determine key dates throughout.

5. Tour, document, and familiarize ourselves on-site with project locales, municipalities, amenities and attractions along with existing graphic communications programs for integration.

6. Prepare a Wayfinding Brief summarizing an understanding of the project, notes from the kick-off meeting, needs analysis, guidelines, and establish project goals.

7. Develop a tentative project schedule including proposed phasing.

8. Develop a hierarchical sign family outline.

9. Develop criteria for destination inclusion.

10. Conduct an imaging study and develop up to three (3) concept directions for the brand identity for the Jacksonville Riverfront. One round of revisions will be provided based on Client Team feedback.

11. Upon approval of brand identity direction, conduct an imaging study and develop up to three (3) concept directions for a limited number of sign types that would be representative of the branded signage and wayfinding system.

12. Prepare a keyed graphical sign plan showing destinations, traffic flow, and grouped destination routing.

13. Present the wayfinding analysis and design concepts to the Client Team.

Meetings/Trips:

- Kick-off Meeting: One (1) two-day trip to conduct kick-off meeting with Client Team and facilitate a stakeholder interview session, if different from the Client Team.

- Conduct a web conference to present branding concepts.
- Analysis & Design Concepts: One (1) one-day trip to present wayfinding analysis and design concepts to Client Team and select stakeholder/community groups, if applicable.

Deliverables

At the conclusion of Phase I, the Client Team will have in hand a printed and bound 11" x 17" Concept Exploration Package, in addition to an electronic version of same, which will include the following:

- A Wayfinding Analysis summarizing our findings, to include a wayfinding brief, tentative project schedule and proposed phasing, hierarchical sign family outline, criteria for destination inclusion, and any constraints identified by the governing zoning and sign ordinances
- Design concepts for up to three (3) brand identity directions
- Design concepts for up to three (3) sign design directions
- A preliminary keyed graphical sign plan will be provided showing wayfinding elements and illustrating facilitated traffic flow

Phase II Design Development

With the Phase I approved design option in hand, **api(+)** will begin the Design Development phase. Specific tasks include:

14. Based on the approved design, **api(+)** will further refine the concept and provide concept drawings of the sign family and will study design and functional issues including: scale/size, colors, nomenclature, symbols, materials, hardware, construction methods, installation, and placement. While the extent of the scope will be developed with the Client Team in Phase I, the sign family could include:

    Vehicular Wayfinding
    a. Vehicular Directionals and Trailblazers
    b. Public Parking Trailblazers, Directionals, and Identities

    Pedestrian Wayfinding
    c. Riverwalk Gateway Signage
    d. Riverwalk Access Directional
    e. Riverwalk Identity (tertiary)
    f. Directory Kiosk (map artwork excluded from scope)
    g. Regulatory Signage (accessible, pets, littering, skateboards, etc.)
    h. Interpretive Signage (excluding content development)
    i. Decorative and/or celebratory Banners

15. Qualify destinations/stakeholders that will be included in the sign program.

16. Develop sign locations and messages once destinations/stakeholders have been qualified.

17. Coordinate with FDOT to gain consensus for the design direction .

18. Conduct one (1) Client Team/Stakeholder meeting to review message schedule and sign locations.

19. Make up to one (1) round of changes based on Client Team/Stakeholder comments

20. Submit sign location drawings to City for utility coordination for preparation of detailed sign location drawings.

Meetings/Trips:

- Design Development: One (1) two-day trip to present the design development to the Client Team and conduct a walk-through of proposed sign locations.

Deliverables

At the conclusion of Phase II, the Client Team will have in hand a printed and bound 11" x 17" Design Development Package, in addition to an electronic version of same, which will include the following:

- Qualification guidelines for destinations/stakeholders
- Dimensioned sign elevation drawings in color, as necessary, to show the intent and character of the graphics program
- Updated Site Sign Location Plan and Messaging Schedule

Phase III Design Documentation

This Phase will be based on the Design Development Package approved by the Client Team. This Design Documentation Phase will finalize decisions related to fabrication, programming and compliance and will finalize the Sign Location Plan and Message Schedule. During this Phase, **api(+)** will:

Meet and coordinate with Client Team 's development staff as necessary to finalize design documents

1. Coordinate with proposed fabricator to discuss detailing issues

2. Develop Documentation package of design intent for sign types including material specifications, scale, graphic standards, colors, finishes, construction details, installation methods, locations, etc.

3. Revise drawings based on FDOT comments

4. Finalize Sign Location Plans and Message Schedule

5. Provide technical specifications describing materials, processes, submittals, coordination, execution, quality assurance, installation, etc. for inclusion in Client Team's standard technical specifications.

Deliverables

At the conclusion of Phase III, the Client Team will have in hand a printed and bound 11" x 17" Environmental Graphics Design Intent Documentation, in addition to an electronic version of same, which will include:

- Location plans, elevations and sections, materials specifications, and colors and materials cross-indexed to the final Sign Location Plan and Message Schedule. The package will be suitable for estimating, bidding and as a guide for installation
- Tabulation sheet quantifying each sign type
- Final Sign Location Plan and Message Schedule

Phase IV Construction Administration

The exact parameters of this Phase will be determined at the beginning of the project, but may include:

1. Review and comment on Contractor's submittals such as Shop Drawings, samples, and substitutions to insure compliance with the design intent of the documents

2. Field verify and mark sign locations with chosen fabricator, Client Team representative, and relevant City staff

3. Project coordination with fabricator and Client Team throughout fabrication and installation, including attending local construction meetings, as required

4. Prepare a punch list of deficiencies or corrections needed prior to final acceptance

SCHEDULE

Phase I	Analysis & Concept Exploration	2 - 4 weeks
Phase II	Design Development	4 - 6 weeks
Phase III	Documentation	4 - 6 weeks
Phase IV	Construction Administration	8 - 16 weeks

The above Schedule reflects **api(+)**'s experience with the total time required for execution by **api(+)** of the design, documentation and implementation Phases. The times stated will be affected by the time required by the Client and Client's other consultants and stakeholders to furnish **api(+)** with the necessary information and approvals concerning the project.

Due to the nature of this work, the Client understands that some phases may be started out of sequence or combined in an effort to meet the overall schedule.

COMPENSATION

The fees anticipated for the project reflect the services requested and the projected time anticipated to provide these services. Each project has its own set of variables including required work sessions, approval meetings, initial dates and overall project schedules which may necessarily be adjusted as the project proceeds. Therefore, given our current understanding of the effort required and past experience with similar projects, we propose the following lump sum professional services fees:

Phase I	Analysis & Concept Exploration	$15,000.00
Phase II	Design Development	$15,000.00
Phase III	Documentation	$10,000.00
Phase IV	Construction Administration	TBD
Total (excluding hourly services and reimbursable expenses)		$40,000.00

Estimated reimbursable expenses are $3,000.00, which includes three (3) trips for one (1) team member.

If during the course of this engagement it becomes apparent that it will be necessary to extend our procedures or scope, thereby causing an increase in the estimated fee, **api(+)** will confer with you before proceeding.

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Professional Services

The services to be rendered by **api(+)** shall be those described in the attached proposal and are integral to this Agreement.

2. Fees

api(+)'s fees are developed from our understanding of the objectives of the project. Our fees are based on **api(+)**'s anticipated time to meet objectives plus allowances for profit and direct costs. **api(+)** shall be paid a basic fee determined according to the hourly rates of and number of hours worked by the **api(+)** employees participating in the project. Rates also apply to any additional services under the proposal that may be requested by **api(+)**. Below are **api(+)**'s current hourly rates. Rates are effective for twelve (12) months.

Principal	$200.00/hour
Studio Director	$175.00/hour
Project Manager	$150.00/hour
Senior Professional	$115.00/hour
Professional	$ 90.00/hour
Project Administrator	$ 65.00/hour

3. Reimbursable Expenses

A. Reimbursable expenses including those incurred by consultants are in addition to the fee for services and shall be billed to the Client at a multiple of one-point-one-five (1.15) times the actual cost to **api(+)**.

B. Reimbursable expenses shall consist of expenditures made in the interest of the project including, but not limited to: transportation and living when traveling in connection with the project; long distance telephone calls; photocopies; reproduction of drawings; model building; renderings; specifications and reports; photography; special supplies; equipment rental; agency and permit fees; postage; overnight and delivery charges.

C. Consultants engaged by **api(+)** and approved by the Client, for project services shall be billed to the Client at a multiple of one-point-one-five (1.15) times the amount billed to **api(+)**.

D. Special reimbursable expenses and special billing multiples, if applicable, shall be listed in the body of the Agreement.

4. Payments:

A. Fees for professional services and reimbursements will be invoiced monthly and are payable on receipt. The amount not paid within 30 days from invoice date will bear interest at the rate of one-and-one-half percent (1-1/2%) per month until paid. The provision for the payment of interest shall not be construed as authorization to make payments late. Failure of the Client to make payments when due shall be cause for suspension of services. **api(+)** shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts under this Agreement, including, without limitation, legal fees.

No deduction shall be made from **api(+)**'s invoices by reason of offset for any amounts claimed against **api(+)** for any reason whatsoever. No deduction shall be made from **api(+)**'s compensation on account of penalty, liquidated damages or other amounts withheld from payments to the Contractor(s).

Signing and sealing and release of construction documents require a minimum payment of ninety percent (90%) of the construction documents fees and any other accounts then due.

All fees and expenses are net U.S. dollars exclusive of transfer costs and tariffs.

B. **Sales Tax:** Where required by law, sales and use tax shall be charged in addition to all quoted fees. Client shall be responsible for payment of any sales or use tax to **api(+)** who will in turn make final payment to the appropriate authorities.

5. General Terms

A. **Acceptance and Review:** The Agreement may be accepted only by signing a copy of the attached document and returning same to **api(+)**. By acceptance in such manner, Client agrees that both parties are to be bound only by the terms and conditions embodied herein which shall constitute the entire Agreement. It is subject to re-negotiation if acceptance is not completed within 30 days. If an extension is desired, **api(+)** should be notified in writing prior to the expiration date. Unless terminated earlier pursuant to Paragraph 5.B. below, this Agreement shall remain in full force and effect for one year from the date of acceptance. At any time following the initial one year term, the Agreement may be modified by **api(+)** upon 30 days written notice to the Client in advance of the effective date of the modification. In the event that the parties fail to agree on any new terms and conditions so proposed, following the initial one year term, either party may terminate this Agreement by giving the other party 30 days' written notice. In the event of such termination, full payment shall be made for services performed to termination date including reimbursable expenses when due and all of **api(+)**'s expenses of termination.

B. **Termination:** If either party fails substantially to perform in accordance with its terms, this Agreement may be terminated by the other party upon a seven (7) day prior written notice. In the event of such termination, full payment shall be made for services performed to termination date including reimbursable expenses when due and all of **api(+)**'s expenses of termination. In the event of termination by **api(+)** for good cause, terminal expenses shall include but not be limited to damages for breach of contract including lost profits.

C. **Changes:** Any changes in the project specifications desired by Client shall be promptly communicated to **api(+)**. Any changes to previously approved work will be subject to additional fee billing in accordance with provisions of Paragraph 2 above.

D. **Additions:** Any additional design or other services requested by Client and not reasonably required to be performed by **api(+)** under this Agreement, shall be undertaken by **api(+)** only pursuant to written Agreement between **api(+)** and Client.

E. **Publicity:** Accurate credit is required whenever the project is published or exhibited. Specific authorization in writing is required for all publicity which utilized **api(+)**'s name in connection with project promotion.

If this Agreement is terminated prior to the completion of the services described herein, use of any interim reports or other documentation is limited to the Client's internal purposes absent specific written approval of **api(+)**.

F. **Ownership:** Designs, concepts, renderings and drawings developed and approved by Client under this Agreement shall become the property of Client only upon the receipt of full payment by **api(+)** for the completion of this project. **api(+)** shall be held harmless and without liability for any use or reuse of these documents or modified versions of same.

G. **Verification of Existing Conditions:** Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold **api(+)** harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of **api(+)**.

H. **Design without Construction Phase Services:** It is understood and agreed that if the Design Professional's Basic Services under this Agreement do not include project observation, review of the Contractor's performance or any other construction phase services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against the Design Professional that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changes in field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Design Professional.

Services provided by the Design Professional during construction of the project on a specific issue or issues, or on an as requested basis, will not be deemed to constitute Construction Phase Services.

I. **Estimates:** **api(+)** has no control over construction, fabrication, furnishings or printing costs; any estimate of cost for the project which may be made by **api(+)** pursuant to the services provided for herein will be made on the basis of its experience and qualifications and represents the best judgment of design professionals. However, **api(+)** cannot and does not guarantee that proposals, bids or the actual project cost will not vary from any of its prepared cost estimates.

J. **Successors and Assigns:** The Client and **api(+)** each bind himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the Client nor **api(+)** will assign, sublet or transfer his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Client and **api(+)**.

K. **Notice:** Any notice to be given under this Agreement shall be in writing and shall be deemed given and received when delivered in person or deposited in the United States mail, by certified mail, with proper postage prepaid, addressed to the appropriate party at the address set forth herein.

L. **Captions and Headings:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify or add to the interpretation, construction or meaning of any provision of or scope of intent of this Agreement.

M. **Law to Apply:** The validity, interpretation and performance of the Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to such state's choice of law rules.

N. **Entire Agreement:** This Agreement consists of the attached document and these General Terms and Conditions for Professional Service by **api(+)** herein and represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior agreements, whether written or oral, that may exist between parties regarding same. To the extent that any additional or different terms or conditions whether contained in Client's purchase order or any other document conflict with the terms and conditions of the Agreement, the terms and conditions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

O. **Delays:** Performance of the services by **api(+)** shall be pursued with due diligence in all requirements hereof; however, **api(+)** shall not be liable for any loss or damage for delay or non-performance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays

In the event of any delay or non-performance caused by such uncontrollable forces, **api(+)** shall promptly notify the Client in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay and shall indicate whether it is anticipated that the completion dates would be affected thereby.

P. **Insurance/Limitation of Liability:** In the event **api(+)** is required to perform the services, or any part thereof in or upon the Client's premises, Client shall maintain, at its expense, general comprehensive liability insurance coverage in an amount not less than $1,000,000.00.

The Client agrees to limit **api(+)**'s total aggregate liability to the Client and to all contractors and subcontractors on the project, resulting from any negligent acts, errors or omissions on the part of **api(+)**, to the amount paid to **api(+)** by Client for the Basic Services as described in the proposal.

Q. **Confidentiality:** Information relating to the business operations of Client shall be treated as confidential information by **api(+)**. **api(+)** shall use such confidential information solely for the purposes for which it was furnished, and upon conclusion or termination of this Agreement, shall return confidential information to Client, if so desired.

R. **Mediation:** In the event of a dispute between **api(+)** and Client, the parties agree to submit the dispute to non-binding mediation before a mutually acceptable mediator as a condition precedent to the filing of a lawsuit.

As a prerequisite to the acceptance of this Agreement, **api(+)** will require a $4,000 initial payment. This payment will be credited to the final billing under this Agreement.

An authorized signature will indicate your acceptance of this Proposal and will authorize **api(+)** to commence work immediately. We look forward to our involvement with City of Jacksonville.

Submitted:	Agreed:
api(+)	Harbinger Sign
Signature	Signature
Juan F. Romero, AIA, NCARB President + CEO	Printed Name/Title
	Date

JFR:ms

EXHIBIT W-1

V·R·L
Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP
1449 Palm Avenue
Jacksonville, Florida 32207
Phone 904-723-3895

14 May 2018

ACON Construction Company
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

Attn: Frank Anderson

Re: Northbank and Southbank Riverwalk Signage

Subject: Proposal for Professional Services

Frank:

This proposal is based on our meeting this morning with Mr. Ed Busey, Harbinger. My understanding is that Harbinger will perform the fabrication of approved signage designs but contract with API from Tampa for the sign designs as well as the Construction Documents. VRL Architects will represent ACON as the Design Quality Control professional and be in attendance at Design Conceptualization, Concept Development and follow through with construction.

VRL Architects Quality Control person will be Stephen Lazar and will be available for community or other presentations for Information Briefs or Decision Briefs with likely Stakeholders including but not limited to City Council, Downtown Investment Authority Riverside Avondale Presevation and San Marco citizen's groups.

VRL Architects anticipates the following manhours for the above outlined work:

• Initial Concept Discussions with API	12 hours
• Touring selected Signage Sites	16 hours
• Concept Development Meetings	16 hours
• Public/Stakeholders Presentations 6 @4 hours each =	24 hours
• Review and Comment 60% Design	8 hours
Total Hours for 60% Design	76 hours
76 Hours @ $160/hour =	$12,160.00

If this proposal is acceptable our signatures below will constitute an agreement.

Sincerely,
VRL Architects, Inc.

Stephen F. Lazar, A.I.A., LEED AP

accepted by ACON Construction

EXHIBIT W-1

DESIGN CRITERIA PACKAGE
For
RIVERWALK WAY FINDING SIGNAGE
DESIGN AND COORDINATION

A. Scope of Work

The scope of this project is to provide the design, including color schemes and signage types, of wayfinding signage for the Northbank and Southbank Riverwalks.

B. Location of the Site

This project will be located on the Northbank and Southbank Riverwalks.

C. Budget

Information obtained from the Parks Department indicates that the available budget for this project is less than $100,000 for design.

D. Permits

The Design-Build firm shall be responsible for all required permits.

E. Public Access to the Park

The Riverwalk will remain open for use by the public during this project.

F. Schedule

Once the Notice to Proceed has been issued, the Design-Build firm shall have 120 days to provide the drawings to the City for their review and comment and/or approval. Once the drawings have been approved by the City, negotiations will begin for the Final Design and Construction of the improvements.

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Wayfinding Signage Design
Project No.: 8150-15
Date: July 20, 2018

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	None*			$
2.)				$
3.)				$
4.)				$
5.)				$
6.)				$
7.)				$
8.)				$

*There is no JSEB for this particular project, however we maintain our 10% JSEB for Contract 8150-15.

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: July 20, 2018

SUBJECT: **RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS**

BID # **CDB-0008-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 9 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Department of Public Works has completed negotiations with ACON Construction Company, Inc. (contract #8150-15), for the Fletcher Morgan Park Parking Lot Improvements project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $26,402.20. The scope of award is to provide 60% design for drainage improvements and parking lot lightings. This incorporates the attached, scope and fee summary, Exhibit "P-1", with completion of work 60 days from issuance of notice-to-proceed.

Funding for this award to be encumbered account(s): RPCP32EF5720-069505-PR0597-01 to be executed by contract Amendment 14A through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit P-1", Previous Award(s)

BUYER MARILYN LAIDLER

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Tom Fallin, P.E., Chief-Engineering & Construction Management Division/Daryl Joseph, Director, Parks, Recreation and Community Services**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 4/05/18

OTHER

ACTION OF AWARDING AUTHORITY DATE 4/05/18

APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: RFQ FOR D/B SVCS OF ACTIVE AND PASSIVE PARK PROJECTS

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 3 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on January 21, 2016; 01 28 16 ACON Construction Company, Inc (contract #3150-16) was awarded as highest ranking firm with funding not-to-exceed $6,000,000.00 annually for a period of service for five (5) years.

Recommend approval of award to include the rate sheets as part of Exhibit A, as they were omitted from original award. No additional changes are needed.

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Thomas N. Fallin, P.E., Chief, Engineering & Construction Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 7-14-16

Teresa R. Eschner

James R. McCoy

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DISAPPROVED DATE 7/14/16

OTHER:

CDB-0008-16

PASSIVE PARK PROJECTS

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 9 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently presentations were conducted and evaluated on January 21, 2016. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

1. ACON Construction Company, Inc. - 133
2. Hagar Construction- 125.5

Recommend approval of award to ACON Construction Company, Inc., as receiving the highest score in accordance with the evaluation and ranking above. Period of Service will be five (5) years from effective date of contract with funding not-to-exceed $6,000,000.00 annually. To be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Ladler
MARILYN LADLER

RESPECTFULLY SUBMITTED
for - GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Thomas N. Fallin, P.E., Acting Chief-Engineering & Construction Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 1-28-16

OTHER _____

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DISAPPROVED DATE 1/28/16

OTHER:

SUBJECT: RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 2 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and received only two responses, they have been evaluated. Based upon the proposal evaluation, the average scores and rankings are as follows (Listed in alphabetical order):

2) ACON- 75
1) Hagar Construction- 78.5

Pursuant to Section 2.6 – Award of Contract of the RFP, recommend approval to accept the two responses and conduct formal interviews with each firm.

Attachments: Recommendation Memo, Scoring Matrix, Bid Tabulation, Section 2.6 JSEB Letter

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Chief-Engineering & Construction Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING _____ DATE: 12-30-15

OTHER _____

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DATE 1/01/16

DISAPPROVED _____

OTHER:

Isaac E. Moss
Chief Administrative Officer
For Mayor Lenny Curry

SIGNATURE OF AUTHENTICATION

QWS3270X 7/30/2018 9:01 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 07/30/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 9:01 AM

FISCAL MO/YEAR : 10 2018 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 06505 OTHER CONSTRUCTION COSTS
PROJECT : PR0597 COUNTYWIDE PARKS
PROJECT DETAIL : 01 COUNTY-WIDE PARKS & RECREATION PROJECTS
GRANT :
GRANT DETAIL :
USER CODE :

S	JULY 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	85,606.00	85,606.00	105,432.00
EXPENDITURES	.00	350.00	19,625.85
ENCUMBRANCES	4,150.00	4,150.00	4,150.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	81,456.00	81,106.00	81,656.15

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO
G005 - PRIOR RECORD DISPLAYED